

correspondence

BEFORE THE FEDERAL MARITIME COMMISSION

Docket No. 1950(F)

SHEMITRANS, LLC

v.

ROSE CONTAINER LINE, INC.

Please enter my appearance in this proceeding as counsel for Respondent, Rose Container Line, Inc.

I am an attorney admitted to practice and in good standing before the courts of the State of Florida, and the District Court of the Southern District of Florida.

I request to be informed of service of notices, orders and decisions in this proceeding by electronic mail.

Dated at Miami, Florida this 12th day of June, 2015.

Respectfully submitted,

SPECTOR RUBIN, P.A.

Attorney for the Respondent

By: /s/ Robert Borak
Robert Borak, Esq.
Fla. Bar. No. 15923
Continental Plaza
3250 Mary Street, Ste. 304
Miami, Florida 33133
Telephone: (305) 537- 2000
Facsimile: (305) 537- 2001
E-mail: robert.borak@spectorrubin.com

 ORIGINAL

Certificate of Service

I hereby certify that I have this day served the foregoing document upon all parties of record in this proceeding by U.S. Mail, a copy to each such person in sufficient time to reach such person on the date the document is due to be filed with the Commission.

Dated at Miami, Florida this 12th day of June, 2015.

Respectfully submitted,

SPECTOR RUBIN, P.A.

Attorney for the Respondent

By: /s/ Robert Borak
Robert Borak, Esq.
Fla. Bar. No. 15923
Continental Plaza
3250 Mary Street, Ste. 304
Miami, Florida 33133
Telephone: (305) 537- 2000
Facsimile: (305) 537- 2001
E-mail: robert.borak@spectorrubin.com

BEFORE THE FEDERAL MARITIME COMMISSION

Docket No. 1950(F)

SHEMITRANS, LLC

v.

ROSE CONTAINER LINE, INC.

ANSWER AND MOTION TO DISMISS

ANSWER

- I. Respondent admits the allegations contained in paragraph I of the Complaint.
- II. Respondent admits the allegations contained in paragraph II of the Complaint.
- III. Respondent denies the allegations contained in paragraph III of the Complaint.
- IV. Respondent denies the allegations contained in paragraph IV of the Complaint.
- V. Respondent admits the allegations contained in paragraph V of the Complaint.
- VI. Respondent admits the allegations contained in paragraph VI of the Complaint.

VII. Respondent does not consent to the application of the informal procedures outlined in subpart S (46 CFR 502.301-502-305).

MOTION TO DISMISS

Pursuant to Rules 12 and 64 of the Federal Maritime Commission (“FMC”) Rules of Practice and Procedure, 46 C.F.R. §§ 502.12 and 502.64, and Rule 12(b)(6) of the Federal Rules of Civil Procedure, Respondent, Rose Container Line, Inc. (incorrectly named as Rose Containerline, Inc.) hereby moves to dismiss the Complaint as it relates to it for failure to state a claim upon which relief can be granted.

As demonstrated more fully in the in the accompanying memorandum of law in support of this motion, the Complaint contains no allegations that Respondent engaged in any conduct or committed any act in violation of The Shipping Act of 1984, as amended (hereinafter the “Act”).

This matter involves an alleged loss of a single shipment of cargo. The Complaint merely recites the language of 46 U.S.C. § 41102(c) and alleges that Respondent has violated the Act. Specifically, Complainant merely alleges that Respondent “negligently handled and lost cargo that is valued at \$11,668.25”, and therefore is in violation of 46 U.S.C. § 41102(c) “which provides that an OTI “may not fail to establish, observe and enforce just and reasonable regulations and practices relating to or connected with the receiving, handling, storing, or delivering of property.”

The Complaint is utterly devoid of any allegation that Respondent had not established, observed or enforced just and reasonable regulations and practices relating to or connected with the receiving, handling, storing, or delivering of property.

This is an alleged cargo loss – of a single shipment – and nothing more. This matter does not involve any failure to establish or maintain procedures. This involved an alleged negligent handling of a single shipment which resulted in a partial loss.

Further, the shipment was transported at all times under Respondent's through bill of lading. The through bill of lading provides that COGSA shall govern the shipment. As such, Respondent's liability, if any, would be limited to \$500 per package.

Finally, this matter must be dismissed since Complainant has incurred no damages. Based upon the allegations of the Complaint, Complainant seeks damages in the amount of \$11,668.25 – which is the value of the lost cargo. However, Complainant is neither the shipper nor the consignee. Complainant's basis for its damages are that its "business activity has been affected as Rose Containerline negligently handled and lost cargo that is valued at \$11,668.25." Complainant cannot seek damages for lost cargo to which it has no claim or right.

MEMORANDUM OF LAW

I. Introduction and Factual Background.

Complainant brings an action before the FMC for what is essentially an alleged cargo loss of a single shipment. Complainant alleges that it is an Ocean transportation Intermediary. According to the Complaint Cover Letter, Complainant retained Respondent, a Non-Vessel Operating Common Carrier ("NVOCC") on December 22, 2014, to effectuate the transportation of 4 pallets of cargo from Minnesota to Sharjah, United Arab Emirates.

The cargo was picked up by motor carrier from the shipper, Chart, Inc. for transport to AZ Midwest CFS, a warehouse located in Elk Grove Village, Illinois, as reflected in the Central Transport Bill of Lading attached to the Complaint. AZ Midwest, a third party received the 4

pallets. Then, unbeknownst to Respondent, AZ Midwest then apparently “broke down three of the four pallets of cargo in order to fit them in a cargo container.” (Complaint Cover Letter)¹.

The fact that the pallets had been broken down by AZ Midwest was first made known to Respondent on January 9, 2015, when the shipment arrived at its facility in New Jersey. (See attached warehouse receipt).

Upon receipt of the shipment, Respondent immediately contacted Complainant and advised as to the condition of the packaging. (See attached Composite Exhibit “A”). Specifically, on January 9, 2015, Respondent advised Complainant:

Please see the attached [Dock Receipt]

Please advise ASAP if we are to load – I need to know by 9:30 am

This came in much different than booked

The dock receipt, or warehouse receipt, at issue, included in the Composite Exhibit “A” clearly shows that the cargo arrived, not on 4 pallets as was expected, but as “1 pallet, 3 tubes and 11 loos boxes”. The Dock Receipt also clearly notes “not propely [sic] pack for export subject to damage”.

After reviewing the dock receipt, Complainant responded:

Please proceed with shipment and send us the revised cost calculation when ready.

I will inform my client of the same.

Plz do not delay due to change in volume.

Thank you very much,

¹ The Cover Letter alleges that Respondent personnel broke down the pallets. However, as is clear from the very allegations of the Complaint and the documents attached thereto and herewith, Complainant was, and is, well aware that it was AZ Midwest, not Respondent, which allegedly broke down the pallets.

Thereafter, Respondent advised Complainant that the warehouse “had to break down your pallets to fit the cargo in to the container to make it to NY”. (See attached Composite Exhibit “B”, page 19).

Complainant responded, saying “Thank you for the info. Even though I understand, im not very happy about this. Just want this shipment to go and be over with. I hope this will not cause any damages to the goods.” (Exhibit B, page 18).

Thereafter, Complainant called Respondent, and reviewed the conversation via email dated January 12, 2015 (two days before the shipment set sail). Specifically, Complainant said: “We will need you to instruct your agent at destination to repack the goods back on 4 pallets so that cargo arrives to destination in the same packing as we picked up here in the US....The attached revised [bill of lading] is ok now showing 4 pallets.”

Importantly, Complainant, with full knowledge that the shipment had been broken down, authorized and ordered Respondent to ship the cargo anyway, and that same must be re-palletized, on 4 pallets, in the UAE.

Complainant claims that only 33 of the 46 boxes which allegedly comprised the shipment, arrived in the UAE. As such, Complainant believes that Respondent “acted negligently in the handling and shipping of the cargo and did not take the necessary precautions to make sure that the cargo arrived in full to destination.” As such, Complainant asks the FMC to determine that Respondent failed to follow proper procedures regarding the handling of cargo.

II. Legal Standard.

A Rule 12(b)(6) motion to dismiss for “failure to state a claim upon which relief can be granted” tests the sufficiency of the allegations in the complaint. FED. R. CIV. P. 12(b)(6). To

survive a motion to dismiss, a “complaint must contain sufficient factual allegations, accepted as true, to ‘state a claim to relief that is plausible on its face.’” *See Ashcroft v. Iqbal*, 556 U.S. 662, 129 S.Ct. 1937, 1949, 173 L.Ed.2d 868 (2009) (quoting *Bell Atlantic Corp. v. Twombly*, 550 U.S. 544, 570, 127 S.Ct. 1955, 167 L.Ed.2d 929 (2007)). “A claim has facial plausibility when the Complainants plead factual content that allows the court to draw the reasonable inference that the Respondent is liable for the misconduct alleged.” *Iqbal*, 129 S.Ct. at 1949. This “requires more than labels and conclusions, and a formulaic recitation of the elements of a cause of action.” *See Wilchombe v. TeeVee Toons, Inc.*, 555 F.3d 949, 958 (11th Cir.2009) (citing *Twombly*, 550 U.S. at 555).

To prevail in a proceeding brought to enforce the Shipping Act, a complainant has the burden of proving by a preponderance of the evidence that a respondent violated the Act. 5 U.S.C. § 556(d); 46 C.F.R. § 502.155; *Sea-Land Serv. Inc.*, 20 S.R.R. 872, 889 (FMC 2006).

III. Discussion.

a. Complainant fails to attach the complete bill of lading under which the cargo was transported.

As a preliminary matter, Complainant fails to attach the complete contract under which the subject shipment was transported. Complainant attaches only the first page of the Respondent Bill of Lading. Complainant fails to attach the reverse side terms and conditions of the Bill of Lading. As such, under *Iqbal and Twombly*, such failure warrants dismissal of the Complaint on that basis alone.

b. Complainant lacks standing to bring this claim and/or has no damages.

Complainant is neither the shipper nor consignee of the shipment. Indeed, Complainant is an OTI. As such, Complainant has no title to, or rights in, the subject cargo. In fact, as indicated by the commercial invoice attached to the Complaint, this shipment was sold “ex works”. As such, title and risk of loss passed to the buyer as soon as it left the seller’s factory. The only entity therefore, which can maintain a claim for this loss is the buyer.

However, this begs the question – what is this a claim for? Based upon the allegations of the Complaint, Complainant seeks damages in the amount of \$11,668.25 – which is the value of the lost cargo. However, Complainant’s basis for its damages are that its “business activity has been affected as Rose Containerline negligently handled and lost cargo that is valued at \$11,668.25.”

Complainant’s “business activity” has been affected in the exact amount of the claimed value of the cargo? Clearly, Complainant is seeking damages for the value of the allegedly lost cargo. Yet, Complainant did not purchase the cargo. Complainant does not have, nor has claimed any right to, the cargo. As such, Complainant has incurred no damages as a result of the alleged actions.

In order to recover damages under the Shipping Act, Complainant “must show with reasonable certainty that the violation of law is the proximate cause of the loss or injury”. *See Rose Int’l, Inc. v. Overseas Moving Network Int’l, Ltd.*, 29 S.R.R. 119, 187 (FMC 2001). Specifically, Complainant must show that “(a) damages must be the proximate result of violations of the statute in question; (b) there is no presumption of damage; and (c) the violation in and of itself without proof of pecuniary loss resulting from the unlawful act does not afford a basis for reparation.” *James J. Flanagan Shipping Corp. v. Lake Charles Harbor and Terminal Dist*, 30 S.R.R. 8, 13 (2003) (quoting *Waterman v. Stockholms Rederiaktiebolag Svea*, 3 F.M.B. 248, 249 (1950); citing

Tractors and Farm Equipment Ltd. v. Cosmos Shipping Co., Inc., 26 S.R.R. 788, 798-99 (ALJ 1992).

Complainant has failed to allege any acts which would constitute a violation of the Shipping Act, but merely make unsupported, conclusory assertions. Further, it is clear from the allegations that this is a claim for cargo loss and Complainant has not demonstrated that any violation of the Shipping Act occurred, let alone that same would be the proximate cause of the alleged damages – whatever they may be.

c. The Complaint is devoid of any allegations that warrant a claim under 46 U.S.C. § 41102(c).

Complainant essentially brings a claim against a carrier for negligence which resulted in an alleged loss of a portion of a single shipment of cargo. This claim is not cognizable under the Shipping Act, and the Complaint is utterly devoid of any allegation that would warrant such a claim to be entertained.

The Complaint merely states that as a carrier, Respondent, “may not fail to establish, observe, and enforce just and reasonable regulations and practices relating to or connected with receiving, handling, storing, or delivering property”. The Complaint does not provide any allegation, however, that Respondent failed to establish, observe and enforce just and reasonable regulations and practices. Nor does the Complaint provide any indication as to what practices Respondent should have maintained and observed. Most importantly, the Complaint is devoid of any allegation to suggest that any such failure resulted in the alleged cargo loss.

Rather, the Complaint, and the exhibits attached thereto, clearly indicate that this case involves a claim for cargo loss caused by alleged negligence in handling. That claim is not cognizable under § 41102(c).

The FMC decision in *Yakov Kobel v. Hapag Lloyd*, 2012 WL 11914695 (F.M.C., Feb. 14, 2012) is particularly instructive. In that case, the carrier was sued under 46 U.S.C. 41102(c) as a result of damage and delay to a shipping container. The FMC determined, however, that accidental damage, inadvertent loading, and delay of one of the Complainants' containers did not constitute a violation of the Shipping Act. *Id.* That is, the FMC found that the damage was the result of an accident, rather than a failure of the carrier to maintain proper procedures. *Id.*

In the instant case, no procedure is alleged at all. If Complainant's complaint is that Respondent should have a procedure in place whereby it does not break down pallets for shipping, then it should have alleged so. However, that is not Complainant's complaint, and for good reason. As set forth in the correspondence attached hereto, Complainant acknowledged that he understood why the pallets were broken down – to fit into the cargo container for transport. This is common in the transportation industry.

The documents further make clear that the failure of the warehouse to obtain authorization prior to breaking down the pallets was an aberration of the procedures which Respondent had in place. As Complainant itself alleges in the Complaint – Respondent stated “Trust me, I ripped my warehouse a new one. **They are supposed to ask and advise when they break down.**”

Thus, Complainant cannot now argue that the alleged damage was the result of any failure “to establish, observe, and enforce just and reasonable regulations and practices relating to or connected with receiving, handling, storing, or delivering property”. If any loss actually occurred

(which is denied) and if such loss occurred as a result of the breaking down of the pallets (which is also denied), then such loss was the result of an accident or an aberration of Respondents practices and procedures.

As the Complaint clearly provides, Complainant is alleging that Respondent “acted negligently in the handling of the cargo”. The legislative history of the Shipping Act makes clear, however, that behavior such as negligence does not come within the ambit of the Act. *Johnson Products Co., Inc. v. M/V La Molinera*, 619 F.Supp. 764 (S.D.N.Y. 1985) (citing H.R.Rep. No. 98-53, 98th Cong., 2d Sess. 35, *reprinted in* 1984 U.S.Code Cong. & Ad.News 167, 200.

d. Complainant consented to the manner in which the shipment was transported.

As the attached correspondence makes clear, Complainant was fully aware that the cargo had arrived de-palletized into New York and would not be palletized for transport on the ocean vessel. Complainant then advised that they understood why the cargo had been de-palletized and instructed Respondent to ship the cargo anyway. As such, even if any “procedure” was not established or adhered to, Complainant expressly consented to same. It is also noted, that to the extent that the cargo was lost prior to ocean transport, such act would not fall within the jurisdiction of the FMC.

e. Respondent’s liability, if any, is limited by COGSA.

Complainant attaches to the Complaint the front page of the Respondent bill of lading. The bill of lading clearly provides that the place of receipt is New Prague, Minnesota, port of loading is New York, and place of delivery as Sharjah. It cannot be disputed that this is a transport between the United States and a foreign country. Thus, the U.S. Carriage of Goods by Sea Act would apply to this shipment. The front of the bill of lading provides:

Notice: Clause XX on the reverse side hereof limits Carrier's liability to a maximum of US \$500 per package or customary freight unit by virtue of the incorporation of the U.S. Carriage of Goods by Sea Act, unless Merchant declares a higher cargo value below and pays Carrier's ad valorem freight charge. Declared Cargo Value US \$ _____.

No cargo value was declared. Thus, Respondent's maximum liability for the total loss of the shipment would be \$2,000.

IV. Conclusion.

The Complaint is devoid of any facts (or even allegations) which would give rise to any violation of the Shipping Act. The Complaint is also devoid of any cognizable damages incurred by Complainant. Rather, there is simply an allegation that its "business activity has been affected". Complainant then claims damages for the allegedly lost cargo. Complainant does not state that it has paid any claim to its customer which would give it rights with respect to the cargo. As such, Complainant has incurred no cognizable damages.

With all due respect, Respondent does not believe that this simple cargo loss should be a matter for consideration by the Federal Maritime Commission. There has been no failure by Respondent to establish, observe, and enforce just and reasonable regulations and practices relating to or connected with receiving, handling, storing, or delivering property. Rather, any loss, which is denied, was the result of an accident – a simple loss of cargo. If Respondent has been damaged as a result of the cargo loss, it can file an action in a court of law – in accordance with the venue provision contained in the Rose Container Line bill of lading.

The Complaint is frivolous and nothing more than an attempt by Complainant to force Respondent to incur attorney's fees in hopes of resolving a claim which has a maximum potential liability of \$2,000.

As such, this Complaint should be dismissed and Respondent should be awarded its costs and a reasonable attorney's fee in having to respond to same.

Certificate of Service

I hereby certify that I have this day served the foregoing document upon all parties of record in this proceeding by U.S. Mail, a copy to each such person in sufficient time to reach such person on the date the document is due to be filed with the Commission.

Dated at Miami, Florida this 12th day of June, 2015.

Respectfully submitted,

SPECTOR RUBIN, P.A.
Attorney for the Respondent

By: /s/ Robert Borak
Robert Borak, Esq.
Fla. Bar. No. 15923
Continental Plaza
3250 Mary Street, Ste. 304
Miami, Florida 33133
Telephone: (305) 537- 2000
Facsimile: (305) 537- 2001
E-mail: robert.borak@spectorrubin.com

COMPOSITE
EXHIBIT “A”

From: Kaileigh Martin <Kaileigh@rosecontainerline.com>
Sent: Friday, January 09, 2015 9:16 AM
To: Idin Norhashemi; Yashar Norhashemi
Cc: Aimee Messina; Amanda Borgen
Subject: RE: Bill of lading instructions: Confirmed: OCEAN LCL - New Prague, MN (56071) to Port Sharjah, UAE***Q141351 (B141161)

You got it!

I'll send you proof docs today

One rated and one non rated

Thanks

Regards,

Kaileigh Martin
LCL Supervisor



Rose
CONTAINERLINE

CELEBRATING OUR
20th ANNIVERSARY
1994 to 2014

Rose Containerline, Inc.
Global NVOCC - FCL – LCL – Airfreight
147 West 25th Street
New York NY 10001
Tel +1 212 966 0084 x 207
Fax +1 212 966 5141
Kaileigh@rosecontainerline.com
www.rosecontainerline.com

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Rates and Bookings at LCL@rosecontainerline.com

From: Idin Norhashemi [mailto:idin@shemitrans.com]
Sent: Friday, January 09, 2015 9:12 AM
To: Kaileigh Martin; Yashar Norhashemi
Cc: Aimee Messina; Amanda Borgen
Subject: Bill of lading instructions: Confirmed: OCEAN LCL - New Prague, MN (56071) to Port Sharjah, UAE***Q141351 (B141161)

Good morning Kaileigh,

Very nice to speak to you.

Please proceed with shipment and send us the revised cost calculation when ready.

I will inform my client of the same.

Plz do not delay due to change in volume.

Thank you very much.

Kindest Regards,

Idin Norhashemi

ShemiTrans, LLC
10411 Motor City Drive, Suite 750
Bethesda, MD 20817

Tel: +1 (240) 395 1375

Fax: +1 (240) 395 2347

Cell: +1 (301) 651-7848

Email: idin@shemitrans.com

Website: www.shemitrans.com

Skype: ShemiTrans



From: Kaileigh Martin [mailto:Kaileigh@rosecontainerline.com]

Sent: Friday, January 09, 2015 8:36 AM

To: Yashar Norhashemi; Idin Norhashemi

Cc: Airnee Messina; Amanda Borgen

Subject: RE: Bill of lading instructions: Confirmed: OCEAN LCL - New Prague, MN (56071) to Port Sharjah, UAE***Q141351 (B141161)

Importance: High

Good Morning!

Please see the attached DR

Please advise ASAP if we are to load – I need to know by 9:30 am

This came in much different than booked

Waiting your urgent reply!

Regards,

Kaileigh Martin
LCL Supervisor



CELEBRATING OUR
20th ANNIVERSARY
1 9 9 4 to 2 0 1 4

Rose Containerline, Inc.
Global NVOCC - FCL – LCL – Airfreight
147 West 25th Street
New York NY 10001
Tel +1 212 966 0084 x 207
Fax +1 212 966 5141
Kaileigh@rosecontainerline.com
www.rosecontainerline.com

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Rates and Bookings at LCL@rosecontainerline.com

From: Yashar Norhashemi [mailto:yashar@shemitrans.com]

Sent: Thursday, January 08, 2015 2:05 PM

To: Kaileigh Martin; Idin Norhashemi; Aimee Messina; Amanda Borgen

Subject: RE: Bill of lading instructions: Confirmed: OCEAN LCL - New Prague, MN (56071) to Port Sharjah, UAE***Q141351 (B141161)

Hello Kaileigh

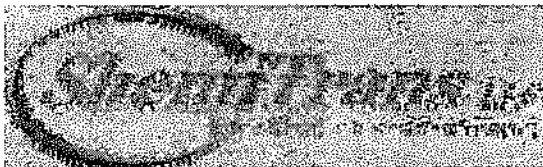
Please confirm that shipment was unloaded last night and we are on schedule to catch the vessel on 01/14.

Also, I'm still waiting for the dock receipt to be sent over.

Please advise. Thank you!

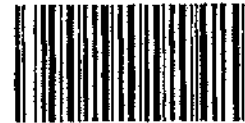
With kind regards,

Yashar Norhashemi
ShemiTrans, LLC
10411 Motor City Drive, Suite 750
Bethesda, MD 20817
Tel: +1 (240) 395 1507
Fax: +1 (240) 395 2347
Email: yashar@shemitrans.com
Website: www.shemitrans.com



ROSE CONTAINERLINE
147 W. 25TH STREET, 6TH FLOOR

NEW YORK, NY 10001
Ph:1-212-966-0084 Fax:1-212-966-5141



W A R E H O U S E R E C E I P T

LOT NO: 596262 ** OCEAN **

IN DATE: 09-JAN-2015 07:52

BOOKING NO: NYCSHU094589

DESTINATION: SHARJAH

VESSEL: MAERSK DETROIT ETD: 14-JAN-2015

NO PCS: 15 PALLET

WEIGHT: 1365 LBS

CUBE: 126.76 CFT

SHIPPER/REF: SHEMITRANS LLC

CONSIGNEE/REF:

PRO/TRUCKER: CENTRAL TRANSPORT

RECEIVED BY
WHSLOC:

MARKS		DESCRIPTION OF PACKAGES AND GOODS					
3A CRYOGENIC....U AE		EMPTY CYLINDERS MUST BE FULLY RECD 1 SWP + 3 TUBE + 11 BOX LOOSE (NOT PROPELY PACK FOR EXPORT SUBJECT TO DAMAGE)					
QTY	TYPE	LENGTH	WIDTH	HEIGHT	CUBE	WEIGHT	CLASS/UN/PKG
1	PLT	37	7	7	1.049	1355	000
2	PCS	37	7	7	2.098	0	000
2	BOX	23	23	29	17.756	0	000
3	BOX	18	18	32	18	0	000
6	BOX	23	23	7	12.858	0	000
1	PLT	54	40	60	75	0	000

This is to certify that the above goods were recieved in good order by except as noted, conditions, contents and quality unknown. shall not be liable for loss, damage, delay or mis-shipment to goods however caused. The limit of our liability under any circumstances is limited to \$100.00 per receiving report for export shipments, unless a declared value is submitted in writing prior to receipt of goods and applicable charges paid thereon.

COMPOSITE EXHIBIT “B”

From: Idin Norhashemi [mailto:idin@shemitrans.com]
Sent: Tuesday, January 13, 2015 11:17 AM
To: Kaileigh Martin
Cc: Yashar Norhashemi
Subject: RE: HBL PROOF 24359-07 - Q141351 (B141161)

Thank you very much.

We have much to do when this sets off. Remember we will need your local agent to get these back on 4 pallets or we risk of rejection of cargo by client at destination along with many other problems (I.e custom clearance etc...)

Lets wait for this to sail out and then follow up this important matter.

Thank you

Kindest Regards,

Idin Norhashemi

ShemiTrans, LLC
10411 Motor City Drive, Suite 750
Bethesda, MD 20817

Tel: +1 (240) 395 1375
Fax: +1 (240) 395 2347
Cell: +1 (301) 651-7848
Email: idin@shemitrans.com
Website: www.shemitrans.com
Skype: ShemiTrans



From: Kaileigh Martin [mailto:Kaileigh@rosecontainerline.com]
Sent: Tuesday, January 13, 2015 11:14 AM
To: Idin Norhashemi
Cc: Yashar Norhashemi
Subject: RE: HBL PROOF 24359-07 - Q141351 (B141161)

As of right now yes this is set to move
I will send you a final as always with the correct sailing date noted just in case it sails a day later



Regards,

Kaileigh Martin
LCL Supervisor



Rose
CONTAINERLINE

CELEBRATING OUR
20th ANNIVERSARY
1994 to 2014

Rose Containerline, Inc.
Global NVOCC - FCL – LCL – Airfreight
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Tel +1 212 966 0084 x 207
Fax +1 212 966 5141
Kaileigh@rosecontainerline.com
www.rosecontainerline.com

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Weekly sailings to Dubai, Rotterdam, Singapore, Felixstowe...and beyond!
Rates and Bookings at LCL@rosecontainerline.com

From: Idin Norhashemi [mailto:idin@shemitrans.com]
Sent: Tuesday, January 13, 2015 11:10 AM
To: Kaileigh Martin
Cc: Yashar Norhashemi
Subject: HBL PROOF 24359-07 - Q141351 (B141161)

Hello Kaileigh,

Please confirm we are all set for vessel departure tomorrow the 14th.

Can I use the attached as the final B/L copy or will you be sending me a new one.

Please confirm

Thank you very much.

Kindest Regards,

Idin Norhashemi

ShemiTrans, LLC
10411 Motor City Drive, Suite 750

Bethesda, MD 20817

Tel: +1 (240) 395 1375

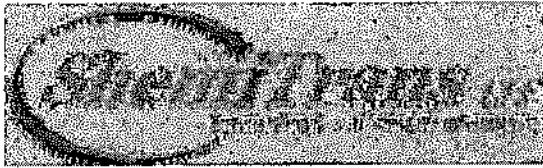
Fax: +1 (240) 395 2347

Cell: +1 (301) 651-7848

Email: idin@shemitrans.com

Website: www.shemitrans.com

Skype: ShemiTrans



From: Idin Norhashemi [<mailto:idin@shemitrans.com>]

Sent: Monday, January 12, 2015 11:29 AM

To: Kaileigh Martin

Cc: Yashar Norhashemi

Subject: HBL PROOF 24359-07 - Q141351 (B141161)

Hi Kaileigh,

It was very nice to speak to you.

As discussed over the phone my overseas agent and client are upset over the fact that 4 pallets were opened in order to fit cargo into the container.

We will need you to instruct your agent at destination to re-pack the goods back on 4 pallets so that cargo arrives to destination in the same packing as we picked up here in the US.

This is also important because the supplier packing/invoice/CO all show 4 pallets. If the cargo arrives to destination customs as 15 loose items and not 4 pallets, the client will have major problems clearing the goods out of customs and can ultimately refuse the cargo.

Once shipment has departed please reach out to your agent and have them palletize 3 tubes + 11 loose boxes onto 3 pallets. Since there is 1 SWP already on board, we will only need 3 pallets to complete the packing of 4 pallets.

The attached revised B/L is ok now showing 4 pallets.

Please let me know once these instructions have been given to your agent in Dubai. My agent in Dubai will then follow up with your agent to make sure this is done at Dubai before delivery to Sharjah.

Please let me know if you have any questions.

Thank you very much.

Kindest Regards,

Idin Norhashemi

ShemiTrans, LLC
10411 Motor City Drive, Suite 750
Bethesda, MD 20817

Tel: +1 (240) 395 1375
Fax: +1 (240) 395 2347
Cell: +1 (301) 651-7848
Email: idin@shemitrans.com
Website: www.shemitrans.com
Skype: ShemiTrans



From: Kaileigh Martin [<mailto:Kaileigh@rosecontainerline.com>]
Sent: Monday, January 12, 2015 10:51 AM
To: Idin Norhashemi; Yashar Norhashemi
Subject: RE: HBL PROOF 24359-07 - Q141351 (B141161)

Idin

Let me know if this is okay!

Regards,

Kaileigh Martin
LCL Supervisor



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Rose Containerline, Inc.
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Fax +1 212 966 5141
Kaileigh@rosecontainerline.com
www.rosecontainerline.com

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Weekly sailings to Dubai, Rotterdam, Singapore, Felixstowe...and beyond!
Rates and Bookings at LCL@rosecontainerline.com

From: Idin Norhashemi [mailto:idin@shemitrans.com]
Sent: Monday, January 12, 2015 10:42 AM
To: Kaileigh Martin; Yashar Norhashemi
Subject: RE: HBL PROOF 24359-07 - Q141351 (B141161)

Hi Kaileigh,

Please let me know when you are free so I can call you.

Thank you very much.

Kindest Regards,

Idin Norhashemi

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Bethesda, MD 20817

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Fax: +1 (240) 395 2347
Cell: +1 (301) 651-7848
Email: idin@shemitrans.com
Website: www.shemitrans.com
Skype: ShemiTrans



From: Kaileigh Martin [mailto:Kaileigh@rosecontainerline.com]
Sent: Monday, January 12, 2015 9:16 AM
To: Idin Norhashemi; Yashar Norhashemi
Subject: RE: HBL PROOF 24359-07 - Q141351 (B141161)

Sorry!

On the phone with a steam ship line

It may be a little

Is there something I can help you with via email?

Regards,

Kaileigh Martin
LCL Supervisor



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From: Idin Norhashemi [<mailto:idin@shemitrans.com>]
Sent: Monday, January 12, 2015 9:15 AM
To: Kaileigh Martin; Yashar Norhashemi
Subject: HBL PROOF 24359-07 - Q141351 (B141161)

Hi Kaileigh,

I tried calling you. Please give me a call when you get a chance.

Thank you very much.

Kindest Regards,

Idin Norhashemi

ShemiTrans, LLC
10411 Motor City Drive, Suite 750
Bethesda, MD 20817

Tel: +1 (240) 395 1375
Fax: +1 (240) 395 2347
Cell: +1 (301) 651-7848
Email: idin@shemitrans.com
Website: www.shemitrans.com
Skype: ShemiTrans



From: Kaileigh Martin [mailto:Kaileigh@rosecontainerline.com]
Sent: Monday, January 12, 2015 8:44 AM
To: Idin Norhashemi; Yashar Norhashemi
Subject: HBL PROOF 24359-07 - Q141351 (B141161)
Importance: High

Good Day,

Please see attached proof copy and kindly let me know of any changes.

*PLEASE advise if you are sending original documents overseas:

- Commerical invoice
- Packing list
- Certificate of Origin- **stamped by Chamber Of Commerce**

I await your reply!

Thank you!

Regards,

Kaileigh Martin
LCL Supervisor



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From: Idin Norhashemi [mailto:idin@shemitrans.com]
Sent: Friday, January 09, 2015 12:51 PM
To: Kaileigh Martin; Yashar Norhashemi
Cc: Aimee Messina; Amanda Borgen
Subject: RE: NYCSHJ094589 Bill of lading instructions: Confirmed: OCEAN LCL - New Prague, MN (56071) to Port Sharjah, UAE***Q141351 (B141161)

I appreciate it Kaileigh

Thank you

Kindest Regards,

Idin Norhashemi

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10411 Motor City Drive, Suite 750
Bethesda, MD 20817

Tel: +1 (240) 395 1375

Fax: +1 (240) 395 2347

Cell: +1 (301) 651-7848

Email: idin@shemitrans.com

Website: www.shemitrans.com

Skype: ShemiTrans



From: Kaileigh Martin [<mailto:Kaileigh@rosecontainerline.com>]

Sent: Friday, January 09, 2015 12:50 PM

To: Idin Norhashemi; Yashar Norhashemi

Cc: Aimee Messina; Amanda Borgen

Subject: RE: NYCSHJ094589 Bill of lading instructions: Confirmed: OCEAN LCL - New Prague, MN (56071) to Port Sharjah, UAE***Q141351 (B141161)

I understand completely

And trust me I ripped my warehouse a new one. They are supposed to ask and advise when they break down.

I will advise once the shipment gets to transshipment if there are any issues

Regards,

Kaileigh Martin
LCL Supervisor



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From: Idin Norhashemi [mailto:idin@shemitrans.com]
Sent: Friday, January 09, 2015 12:43 PM
To: Kaileigh Martin; Yashar Norhashemi
Cc: Aimee Messina; Amanda Borgen
Subject: RE: NYCSHJ094589 Bill of lading instructions: Confirmed: OCEAN LCL - New Prague, MN (56071) to Port Sharjah, UAE***Q141351 (B141161)

Hi Kaileigh,

Thank you for the info. Even though I understand, im not very happy about this. Just want this shipment to go and be over with.

I hope this will not cause any damages to the goods.

Please send me all final details once vessel departs.

Thank you very much.

Kindest Regards,

Idin Norhashemi

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Bethesda, MD 20817

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Fax: +1 (240) 395 2347
Cell: +1 (301) 651-7848
Email: idin@shemitrans.com
Website: www.shemitrans.com
Skype: ShemiTrans



From: Kaileigh Martin [mailto:Kaileigh@rosecontainerline.com]

Sent: Friday, January 09, 2015 12:39 PM

To: Idin Norhashemi; Yashar Norhashemi

Cc: Aimee Messina; Amanda Borgen

Subject: RE: NYCSHJ094589 Bill of lading instructions: Confirmed; OCEAN LCL - New Prague, MN (56071) to Port Sharjah, UAE***Q141351 (B141161)

Idin

Our warehouse advised that they had to break down your pallets to fit the cargo in to the container to make it to NY

Sorry we were only advised of this now.

Regards,

Kaileigh Martin

LCL Supervisor



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From: Idin Norhashemi [mailto:idin@shemitrans.com]

Sent: Friday, January 09, 2015 10:30 AM

To: Kaileigh Martin; Yashar Norhashemi

Cc: Aimee Messina; Amanda Borgen

Subject: NYCSHJ094589 Bill of lading instructions: Confirmed; OCEAN LCL - New Prague, MN (56071) to Port Sharjah, UAE***Q141351 (B141161)

Hi Kaileigh,

Spoke to the supplier and they confirmed shipment was packed on 4 skids. Can you investigate with your carrier, I believe they broke down the pallets.

Please let me know the final outcome of your investigation.

I appreciate your help on this.

BILL OF LADING

SHIPPER'S CONTACT SHEMITRANS, LLC 10411 MOTOR CITY DRIVE, SUITE 750, BETHESDA, MD 20817, USA TEL:240 395 1507, FAX:240 395 2347		BOOKING NO. NYCSHJ094589	EAL OF INVOICE NO. 24359-07
		EXPORT REFERENCES	
CONSIGNEE COMPLETE FREIGHT SOLUTIONS LLC P.O.BOX 29687,1ST FLR,OFFICE NO 114 YOUSEF AL OTAIBA BLDG, ABOVE EMIRATES ISLAMIC BANK OFFICE, 2ND DECEMBER STREET (OLD AL**		FORWARDING AGENT, F.W.C. LTD	
		PORT AND COUNTRY OF ORIGIN OF GOODS USA	
NOTIFY PARTY SAME AS CONSIGNEE ** DIYAFAH STREET) SATWA, DUBAI U.A.E., TEL:+971 4 3527800 FAX:+971 4 3527880		FOR SHIPMENT PLEASE APPLY TO GULF AGENCY CO. SHARJAH W.L.L. GROUND FLOOR PETROFAC HOUSE BUILDIN AL SOOR STREET OPPOSITE GRAND MOSQU P.O.B. 435 SHARJAH U.A.E. UNITED ARAB EMIRTES	
PRE CARRIAGE BY	PLACE OF RECEIPT BY PRE CARRIAGE	ROUTING AND INSTRUCTIONS	
	NEW PRAGUE, MN		
EXPORT CARRIER'S POLICE VOUCHER NO.	PORT OF LOADING	LOADING REFERENCE	
MAERSK DETROIT 1503	NEW YORK	OTI # 013031N	
PORT OF DISCHARGE	PLACE OF DELIVERY BY ON CARRIER	TYPE OF MOVIE	
JEBEL ALI	SHARJAH	EXPRESS	

PKGS & NOS/CONTAINER NOS	NO. OF PKGS.	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT	MEASUREMENT
MSKU0857658 SEAL#6548158 LOT# 596262 3A CRYOGENIC...UAE	4	PALLETS STC: 15 PIECES EMPTY CYLINDERS HS CODE:7613.00.0000, 8424.89.0000, 8716.80.5070 ITN: X20141223928789 FREIGHT PREPAID EXPRESS BILL OF LADING	1365 LB 619 KG	163 CF 4.618 CM

NOTICE: Clause 7 on the reverse side limits the Carrier's liability to a maximum of U.S. \$600 per package or customary freight unit by value of incorporation of the U.S. Cargo of Goods by Sea Act, 1936, unless Merchant declares a higher cargo value below and pays Carrier an ad valorem freight charge. Declared Cargo Value U.S. \$
6 If Merchant orders a parcel, Carrier's limitation of liability shall not apply and the ad valorem rate will be charged.

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PAYROLL & CHARGES	BASIS	RATE	PREPAID	COLLECT
			TOTAL	TOTAL

Received the described goods or packages or containers said to contain goods, in apparent good order and condition, unless otherwise indicated, to be transported and delivered as herein provided.
The receipt, custody, carriage and delivery of the goods are subject to the terms appearing on the face and back hereof and to the Carrier's applicable tariff.

One of the Bills of Lading must be surrendered duly endorsed in exchange for the goods or delivery order.
In WITNESS whereof 1 of original Bills of Lading all of this tenor and date have been signed in the number stated above,
one of which being accomplished the others to be void.

(3936)

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